

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA  
LAKE CHARLES DIVISION**

MATHESON TRI-GAS, INC.  
Plaintiff

CIVIL ACTION NO. 2:16-CV-1303

VERSUS

JUDGE \_\_\_\_\_

WILLIAMSON GENERAL  
CONTRACTORS, INC.,  
Defendant

MAGISTRATE \_\_\_\_\_

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**COMPLAINT**

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Plaintiff, MATHESON TRI-GAS, INC. (“Matheson”), brings the following action against Defendant, WILLIAMSON GENERAL CONTRACTORS, INC. (“Williamson”), and alleges as follows:

**Parties**

1.

Matheson is a Delaware corporation, licensed to do and doing business in the State of Louisiana, with its principle place of business located at 150 Allen Road, Basking Ridge, New Jersey 07920.

2.

Williamson is an Arkansas corporation, licensed to do and doing business in the State of Louisiana, with its principle place of business located at 14407 Wild Flower Loop, Fort Smith, Arkansas 72916. Williamson may be served through its registered agent for service of process, Incorp Services, Inc., at 3867 Plaza Tower Drive, 1<sup>st</sup> Floor, Baton Rouge, Louisiana 70816.

### **Jurisdiction**

3.

This Honorable Court has jurisdiction pursuant to 28 U.S.C. § 1332 as complete diversity of citizenship exists between the parties and the amount in controversy exceeds \$75,000.

### **Factual Allegations**

4.

On May 27, 2015, Williamson submitted Quote # 15-0508-MG-R4 to Matheson proposing to construct Matheson's Pelican Phase 1 plant in Westlake, Louisiana (the "Facility") for the "Total lump sum price" of \$15,805,273.43. *Williamson Quote 15-0508-MG-R4* [Exhibit 1], pg. 1. Pursuant to the proposal, Williamson was responsible for the payment of any and all subcontractors it chose to engage.

5.

On May 29, 2015, Matheson issued Purchase Order No. 823-15-00625-GP to Williamson accepting Williamson's proposal to build the Facility for the "Total lump sum price" of \$15,805,273.43. *Matheson Purchase Order No. 823-15-00625-GP* [Exhibit 2]. Upon acceptance, Matheson paid Williamson 25% of the total cost of the mechanical contract as a down payment, and construction began on the Facility.

6.

Over the course of construction, the parties agreed to a multitude of change orders. On February 2, 2016, the parties entered into a Change Order Agreement. In that Change Order Agreement, Matheson agreed to pay Williamson a "\$3,400,000.00

settlement amount” for the change orders. *Change Order Agreement* [Exhibit 3], pg. 1. The parties also agreed subsequent change orders would be charged to Matheson on a cost plus basis. *Id* at pg. 2.

7.

At all times during the construction, Matheson paid all amounts due and owing to Williamson. Specifically, Matheson paid invoices of \$15,261,112.54 for progress on the \$15,805,273.43 Mechanical Contract, \$3,400,000.00 for the Change Order Agreement, and invoices of \$1,085,638.89 for mechanical contract change orders following the February 2, 2016 settlement agreement. In total, Matheson has paid Williamson \$19,746,751.43.

8.

Despite agreeing to a lump sum mechanical contract and the Change Order Agreement, Williamson demanded additional unreasonable sums to complete the Facility and subsequently abandoned the construction of the Facility on or about June 30, 2016, in breach of its agreements with Matheson.

9.

Since Williamson’s abandonment and breach, several of Williamson’s subcontractors have filed or threatened the filing of liens against the Facility alleging Williamson failed to pay the amounts due. *See i.e. Deep South Crane Statement of Lien and Privilege* [Exhibit 4], *Hartmann Building Specialties’ Intent to place Lien* [Exhibit 5], *Orbital Plus, LLC’s Notice to Collect* [Exhibit 6], *Ahern Rentals, Inc.*

*Notice of Intent to File Statement of Claim/Lien* [Exhibit 7]. Other Williamson subcontractors, including but not limited to Service Fabricators, L.L.C., Ritter Forest Products, Delta Rigging & Tools, Superior Supply & Steel, Universal Plant Services, STS Industrial, Inc., and Service Machine Specialties, Inc., have informed Matheson that Williamson failed to pay amounts due, potentially necessitating the filing of additional liens against the Matheson property. Matheson was not privy to any of these subcontracts and was wholly unaware of Williamson's failure to pay its subcontractors.

**Count 1:**  
**Breach of Contract**

10.

Williamson breached its agreement to construct the Facility for the price agreed to by the parties and further breached its agreement by failing to pay its subcontractors.

11.

Williamson's breach of the agreement and failure to pay its subcontractors has harmed Matheson and caused damages in form of delay in building the Facility, liens against the Facility, additional construction costs to complete the Facility, and payment of Williamson's obligations to Williamson's subcontractors.

12.

Matheson is owed reimbursement because Williamson failed to complete multiple action items for which it invoiced and accepted payment from Matheson.

13.

Williamson is liable to Matheson for all damages caused by Williamson's breaches.

**Count 2:**  
**Subrogation to the Rights of Subcontractors**

14.

As a result of Williamson's failure to pay its subcontractors, the subcontractors have sought to enforce liens against Matheson's property.

15.

In an effort to prevent and cure the liens and mitigate delay and other damages, Matheson may be required to pay the amounts due to the subcontractors.

16.


To the extent Matheson is forced to satisfy Williamson's obligations to the subcontractors, Matheson is subrogated to the rights of the subcontractors to proceed against Williamson pursuant to La. Code of Civil Procedure 1829.

WHEREFORE, Matheson respectfully prays for judgment against Williamson awarding Matheson full and complete damages, cost of court, and all other just and equitable relief.

Respectfully submitted,

NEUNERPATE

BY:



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*Attorneys for Matheson Tri-Gas, Inc.*

**Please issue summons to:**

Williamson General Contractors, Inc.  
Through its registered agent for Service of Process  
Incorp Services, Inc.  
3867 Plaza Tower Drive, 1<sup>st</sup> Floor  
Baton Rouge, Louisiana 70816